

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER
AND MICROSOFT CORPORATION
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. 26048, DATED 2/6/2018 (ANNEX NUMBER 16).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of continuing a strategic alliance between the Partners. The alliance supports the joint development and implementation of innovative educational activities and products to further Science, Technology, Engineering, and Mathematics (STEM) education efforts and the STEM workforce pipeline. Microsoft Corporation has community and citizenship programs intended to support the promotion and establishment of initiatives that focus on STEM education and economic development. The GSFC Office of Education is responsible for providing STEM education opportunities and resources for K-12 and higher education students and educators. NASA and Microsoft Corporation share a common interest in the following goals:

- Promoting the value of STEM to educational and public audiences
- Increasing student interest and participation in STEM
- Ensuring that tomorrow's workforce is prepared for STEM careers the target group for the umbrella agreement is defined as educators, faculty, and students, both inside and outside the K-16 formal education systems

All of the products developed pursuant to this strategic alliance will be used by the target group over the period of this agreement. In addition, these products will be available to the public.

Up to 3 workshops will be conducted as part of this annex. Activities will leverage existing relationships with Minority Serving Institutes (MSIs) to develop and guide a group of students through a project utilizing data from NASA's TESS mission. The students – guided by faculty, NASA, and Microsoft mentors – will leverage the power of Microsoft Azure's AI, Computer Vision, and other capabilities to unfold new insights from this space-based data. Students will use Microsoft Azure to find creative solutions to processing NASA's data.

About NASA's TESS Mission:

The Transiting Exoplanet Survey Satellite (TESS) is looking for earth-sized planets (exoplanets) orbiting bright stars outside the solar system. The mission will survey 200,000 of the brightest stars near the sun to search for these transiting exoplanets. TESS was launched in April 2018 aboard a SpaceX Falcon 9 rocket.

The objectives of this project are: (1) equip students with new skills in data science, space technology, AI, and others; (2) strengthen NASA and Microsoft's partnership, serving as a model for future educational engagements with college-level students working at the intersection of Space + Cloud; and (3) build the growing repository of educational products to foster the STEM workforce of the future.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Make publicly available data, and/or cleared NASA data, from NASA's TESS mission, accessible to project participants.
2. Participate in workshop planning sessions, as necessary.
3. Provide introduction of data from NASA's TESS mission to students during the workshop kickoff and be available to answer questions, as needed, for project execution.
4. Participate in lessons learned activities, if necessary.

Microsoft will use reasonable efforts to:

1. Make Azure subscriptions available to workshop participants.
2. Conduct introductory and advanced applications of Azure AI workshops.
3. Assist participants with their use of Azure to develop creative solutions to process NASA TESS data.
4. Participate in all workshop planning sessions.
5. Provide guidance to team as needed for project execution.
6. Document lessons learned as inputs to future engagements.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

Microsoft to propose workshop dates to NASA.	1 month prior to workshop
NASA to identify subject matter expert(s) for workshop participation.	1 month prior to workshop
Microsoft to lead student selection finalization.	1 month prior to workshop

NASA to identify and provide Microsoft with relevant publicly available data to be used in workshop project.	2 weeks prior to workshop
NASA to illustrate existing data analysis and processes conducted for the TESS mission during workshop kickoff.	Workshop Day 1
NASA and Microsoft to participate in appropriate workshop sessions in order to meet project objectives.	No Date
Microsoft to collect and disseminate final workshop presentations to NASA.	2 weeks following workshop conclusion

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of two years.

B. Handling of Background, Third Party and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
 - a. Proprietary Data developed at the Disclosing Party's expense outside of this Agreement (referred to as Background Data);
 - b. Proprietary Data of third parties that the Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
 - c. U.S. Government Data, including software and related Data, the Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Identification of Data:
 - a. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party shall be identified in the Annex under which it will be provided.
 - b. NASA software and related Data provided to Partner shall be identified in the Annex under which it will be used. Notwithstanding H.4., Software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes

retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as instructed by NASA.

4. For such Data identified with a restrictive notice pursuant to H.2. including Data identified pursuant to this Article in an Annex, Receiving Party shall:

- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
- b. Safeguard such Data from unauthorized use and disclosure;
- c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
- e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f. Dispose of such Data as Disclosing Party directs.

The aforementioned section of the Intellectual Property Rights - Data Rights Article of the Annex, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or one year from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA Goddard Space Flight Center

Denise Davis-Konopka
GSFC Education STEM Engagement Lead
Mail Stop: 160
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Microsoft Corporation

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Director, The Garage Reston-DC
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Technical Points of Contact

NASA Goddard Space Flight Center

Aprille Ericsson
New Business Lead, Instrument Systems
and Technology Division
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Microsoft Corporation

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Senior Program Manager, Azure Space
11955 Freedom Dr
Reston, VA 20190-5673
Phone: 915.929.4707
juanlopez@microsoft.com

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
GODDARD SPACE FLIGHT
CENTER

MICROSOFT CORPORATION

BY: _____
Christyl Johnson
Deputy Director for Technology and
Research Investments

BY:  _____
Stephen Kitay
Senior Director, Azure Space

DATE: _____

DATE: June 30, 2022